

\$ 400.

PAID

UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

ELIZABETH BARBARA PASTERNAK, on  
behalf of herself individually, in her capacity  
as executrix of the Estate of Matthew J.  
Ciosek, and on behalf of all others similarly  
situated

Plaintiff(s)

v.

SUNRISE CREDIT SERVICES, INC.; and  
DOES 1 through 10, inclusive,

Defendant(s)

Class Action Complaint

14 6884

Civil Action No.

Plaintiff Elizabeth Barbara Pasternak ("Plaintiff") on behalf of herself individually, and  
on behalf of all others similarly situated, alleges as follows:

**I. INTRODUCTION**

1. This is an action for damages brought by a consumer pursuant to the Fair Debt  
Collection Practices Act (hereinafter "FDCPA"), 15 U.S.C. § 1692 et seq.

2. In effectuating the FDCPA, Congress sought to limit the tactics a debt collector  
could use. Despite these plain truths, Defendant (defined herein) used inappropriate tactics to  
collect Plaintiff's debt.

3. Upon information and belief, Defendant used these very same tactics across the  
country against hundreds, if not thousands, of individuals who, fall within the ambit of the  
protections of the FDCPA.

4. Absent this action, Defendant's inappropriate tactics would continue unabated.

## II. THE PARTIES

5. Plaintiff is an adult individual citizen of the Commonwealth of Pennsylvania. She is bringing this lawsuit in her capacity and role as the executor of the Estate of Matthew J. Ciosek, who resided in Philadelphia County. Plaintiff is an adult individual citizen of the Commonwealth of Pennsylvania.

6. Plaintiff is a “consumer,” as that term is defined and/or contemplated within the scope of FDCPA.

7. Defendant SUNRISE CREDIT SERVICES, INC. (hereinafter “Defendant” or “SCS”) is a business entity that regularly conducts business in the Eastern District of Pennsylvania, and is engaged in the business of debt collection within the Commonwealth of Pennsylvania.

8. Indeed, on its own website, <http://www.sunrisecreditservices.com/>, Defendant advertises its “Comprehensive Collection and Receivable Management Services.” A true and correct copy of a printout from this website is marked and attached hereto as Exhibit “A.”

9. On its website, Defendant also describes itself as an entity that “offer[s] a wide range of credit & accounts receivables management services to credit grantors from coast to coast.” Exhibit “A.”

10. Additionally, Defendant’s website describes Defendant’s services as, *inter alia*, the following:

### Third Party Accounts Receivables Management

Sunrise Credit Services will help turn your delinquent dollars into cash! For over 35 years Sunrise has been a leader in the recovery of delinquent receivables. Today, with a state of the art facility, a world class University (Sunrise Family of Companies University), exemplary staff and proven results for many fortune 500 companies, Sunrise is in a position to help YOU! Call today!

Exhibit "A."

11. Upon information and belief, Defendant is organized under the laws of the State of New York, its principal place of business is located at 260 Airport Plaza, Farmingdale, New York 11735-3946, but also uses P.O. Box 9100 Farmingdale, New York 11735, as its mailing address.

12. Plaintiff is unaware of the names and capacities of those defendants sued as DOES 1 through 10, but will seek leave to amend this complaint once their identities become known to Plaintiff. Upon information and belief, Plaintiff alleges that at all relevant times each defendant, including the DOE defendants 1 through 10, was the officer, director, employee, agent, representative, alter ego, or co-conspirator of each of the other defendants, and in engaging in the conduct alleged herein was in the course and scope of and in furtherance of such relationship.

13. Unless otherwise specified, Plaintiff will refer to all defendants collectively as "Defendant" and each allegation pertains to each Defendant.

14. Defendant is a "debt collector," as that term is defined and/or contemplated within the scope of FDCPA, and operating their debt collection enterprise from the same address.

15. Defendant uses instrumentalities of interstate commerce and mail in a business, whose principal purpose is collection of debts and/or regularly collects (or attempts to collect), directly or indirectly, debts owed or due or asserted to be owed or due another.

16. At all times material hereto, Defendant acted and/or failed to act in person and/or through duly authorized agents, servants, workmen, and/or employees, acting within the scope and course of their authority and/or employment for and/or on behalf of Defendant.

### **III. JURISDICTION AND VENUE**

17. This Honorable Court has jurisdiction pursuant to 15 U.S.C. § 1692k and 28 U.S.C. § 1337.

18. The Eastern District of Pennsylvania is the proper venue for this litigation, because:

- a. Plaintiff is a resident of the Eastern District of Pennsylvania and Defendant's wrongful conduct was directed to and was undertaken within the territory of the Eastern District of Pennsylvania; and
- b. Defendant conducts a substantial portion of its business in the Eastern District of Pennsylvania.

### **IV. STATEMENT OF CLAIMS**

#### **A. BACKGROUND**

19. Prior to his passing on March 11, 2014, Matthew J. Ciosek owned a personal vacation home.

20. After his passing, Plaintiff was appointed the executor of the Estate of Matthew J. Ciosek (hereinafter "Estate").

21. In June 2014, Defendant mailed a letter about an alleged debt that was in default, in the amount of \$6,397.38, regarding outstanding condominium/homeowners' association fees for the vacation home. A true and correct copy of the letter (redacted for purposes of privacy) is marked and attached hereto as Exhibit "B."

22. The letter identifies the sequence "20605310" as an "Account Number" and "Pocono Springs Civic Association" as the "Creditor." Exhibit "B."

23. In September of 2014, Defendant mailed another letter regarding the same debt.

A true and correct copy of the letter (redacted for purposes of privacy) is marked and attached hereto as Exhibit "C."

24. The letter was sent in a "glassine window" envelope and the sequence "20605310" was clearly visible through this window. Exhibit "C."

25. Defendant disclosed an account number on the face of the envelope Defendant used for a letter sent to the Estate. See Exhibit "C."

26. Section 1692f of the FDCPA provides that "[a] debt collector may not use unfair or unconscionable means to collect or attempt to collect any debt." 15 U.S.C. § 1692f.

27. Section 1692(f)(8) specifically prohibits "[u]sing any language or symbol, other than the debt collector's address, on any envelope when communicating with a consumer."

28. The disclosure of the account number on the face of the envelope violated Section 1692(f)(8). See Douglass, et al. v. Convergent Outsourcing, 765 F.3d 299 (3rd Cir. 2014).

29. As described herein, Defendant's actions violated the applicable provisions of the FDCPA.

30. Defendant's conduct, as alleged herein, is (and was) deliberate, intentional, reckless, willful, and wanton.

31. Defendant's conduct, as alleged herein, is unfair, misleading, deceptive, and unconscionable.

32. Plaintiff and the Class she seeks to represent have been (and will continue to be) harmed due to Defendant's conduct, as set forth herein.

33. Plaintiff and the Class she seeks to represent have suffered and will continue to suffer damages due to Defendants' conduct, as set forth herein.

**CLASS ACTION ALLEGATIONS**

34. Plaintiff brings this action on behalf of himself and a class of similarly-situated individuals pursuant to Fed.R.Civ.P. 23.

35. Plaintiff also brings this action as a nationwide class action for Defendant's violations of the FDCPA on behalf of the following class of individuals: all natural persons in the United States, who were sent a letter from Defendant with an account number visible on the face of the envelope, during the statutory period covered by this Complaint (the "FDCPA Class" or "Class").

36. The number of individuals in the Class is so numerous that joinder of all members is impracticable. The exact number of members of in the Class can be determined by reviewing Defendant's records. Plaintiff is informed and believes and thereon alleges that there are over a hundred individuals in the Class.

37. Plaintiff will fairly and adequately protect the interests of the Class, and has retained counsel that is experienced and competent in class action and employment litigation. Plaintiff has no interests that are contrary to, or in conflict with, members of the Class.

38. A class action suit, such as the instant one, is superior to other available means for fair and efficient adjudication of this lawsuit. The damages suffered by individual members of the Class may be relatively small when compared to the expense and burden of litigation, making it virtually impossible for members of the Class to individually seek redress for the wrongs done to them.

39. A class action is, therefore, superior to other available methods for the fair and efficient adjudication of the controversy. Further, absent these actions, members of the Class likely will not obtain redress of their injuries, and Defendant will retain the proceeds of their



violations of the FDCPA. In addition, Defendant is likely to continue to violate this statute.

40. Furthermore, even if any member of the Class could afford individual litigation against Defendants, it would be unduly burdensome to the judicial system. Concentrating this litigation in one forum will promote judicial economy and parity among the claims of individual members of the Class and provide for judicial consistency.

41. There is a well-defined community of interest in the questions of law and fact affecting the Class as a whole. The questions of law and fact common to the Class predominate over any questions affecting solely individual members of the action. Among the common questions of law and fact are:

- a. Whether Defendant disclosed debtors' account numbers on the face of the mailing envelope;
- b. Whether Defendant violated 15 U.S.C. § 1692f; and
- c. Whether Plaintiff and the members of the Class have sustained damages and, if so, the proper measure of damages.

42. Plaintiff's claims are typical of the claims of members of the Class. Plaintiff and members of the Class have sustained damages arising out of the same wrongful and uniform practices of Defendant.

43. Plaintiff knows of no difficulty that will be encountered in the management of this litigation that would preclude its continued maintenance.

**COUNT I**  
**FDCPA**

44. Plaintiff hereby incorporates all facts and allegations of this document by reference, as if fully set forth at length herein.

45. Defendant is a "debt collector" as that term is defined under the FDCPA.

46. The alleged debt at issue was incurred for personal, family, and/or household purposes and is within the purview of the FDCPA. See, e.g., Cole, et al. v. Toll, et al., 2007 WL 4105382 \*7 (E.D.Pa. 2007)(finding that obligations of the estate fall within the purview of the FDCPA); see also Ladick v. Van Gemert, 146 F.3d 1205 (10th Cir. 1998)(holding that condominium and homeowners' association assessments on property acquired for personal, family or household purposes are a "debt" for purposes of FDCPA); Newman v. Boehm, Pearlstein & Bright, 119 F.3d 477 (7th Cir. 1997)(same); Taylor v. Mount Oak Manor Homeowners Ass'n, 11 F.Supp.2d 753 (D.Md. 1998); Thies v. Law Offices of William A. Wyman, 969 F. Supp. 604 (S.D.Cal. 1997)(holding that the obligation to pay homeowners' association fees based on a covenant running with the property constituted a "transaction" within the meaning of the FDCPA).

47. As described herein, the actions of the Defendant violates the applicable provisions of the FDCPA.

48. Indeed, in 2011, the Federal Trade Commission (hereinafter "FTC") explicitly declared:

#### **The Applicability of the FDCPA**

The FDCPA covers the conduct of third-party debt collectors who seek to recover on deceased accounts. Several commenters interpreted the proposed Statement as conveying that the FTC would not enforce the FDCPA in the context of decedents' debts, or that, once a collector was speaking to an authorized representative of the estate, the collector would be free to use deceptive, unfair, or abusive practices to induce the representative to pay the decedent's debt. These interpretations are incorrect. The FDCPA applies to all efforts by third-party collectors to collect on the obligations of a debtor – including a deceased debtor – to repay a debt that arose out of a transaction in which the money, property, insurance, or services that were the subject of the transaction were primarily for personal, family, or household purposes. Accordingly, the protections and requirements of the



FDCPA apply in the context of collecting on the debts of a deceased debtor. Most significantly, Sections [1692d, 1692e, and 1692f of the FDCPA] protect all persons against unfair, deceptive, and abusive practices in debt collection.

FTC's "Statement of Policy Regarding Communications in Connection With the Collection of Decedents' Debts," 76 F.R. 44915, 44918 (July 27, 2011).

49. Defendant's violations with respect to its collection efforts, include (but are not limited to) using language or symbols, other than the debt collector's address, on envelopes when communicating with a consumer, in violation of 15 U.S.C. § 1692f(8).

50. As result of Defendant's violations of the FDCPA, Plaintiff and the members of the Class have suffered damages in an amount to be determined at trial.

#### **V. CLAIM FOR RELIEF**

WHEREFORE, Plaintiff respectfully prays for:

- (a) A Declaration that Defendant has violated the applicable provisions of the FDCPA;
- (b) An Order designating this action as a class action pursuant to Fed.R.Civ.P. 23;
- (c) An Order appointing Plaintiff and her counsel to represent the Class;
- (d) An Order enjoining Defendant from any further violations of the FDCPA;
- (e) Actual damages;
- (f) Statutory damages;
- (g) Attorneys' fees and costs; and
- (h) Such other relief as the Honorable Court shall deem just and appropriate.

**VI. DEMAND FOR JURY TRIAL**

Plaintiff demands a trial by jury as to all issues so triable.

Date: December 3, 2014

Respectfully submitted,  
**KALIKHMAN & RAYZ, LLC**

/s/ 

---

Arkady "Eric" Rayz  
Lawrence Kalikhman  
1051 County Line Road, Suite "A"  
Huntingdon Valley, PA 19006  
Telephone: (215) 364-5030  
Facsimile: (215) 364-5029  
E-mail: erayz@kalraylaw.com  
E-mail: lkalikhman@kalraylaw.com

**CONNOLLY WELLS & GRAY, LLP**

Gerald D. Wells, III  
Robert J. Gray  
2200 Renaissance Blvd., Suite 308  
King of Prussia, PA 19406  
Telephone: (610) 822-3700  
Facsimile: (610) 822-3800  
Email: gwells@cwg-law.com  
Email: rgray@cwg-law.com

Counsel for Plaintiff and the Proposed  
Class(es)

# **EXHIBIT “A”**



## Sunrise Credit Services, Inc.

*"Behold the turtle! He only makes progress when he sticks his neck out."*


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[About Us](#)
[Why Sunrise?](#)
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### Comprehensive Collection and Receivables Management Services



Whatever your particular needs might be, Sunrise Credit Services has the experience, personnel and technological resources to meet them – from the smallest project to complete, turnkey solutions.

[read more](#)


### Message from the CEO, Diane Doane



Today, with so many accounts receivables management organizations in the United States, it's a challenge to choose the right partner. You need an organization that dedicates itself to your needs, rather than its own... that effectively utilizes the latest technology to consistently achieve above-average results... that provides exceptional customer service... and most importantly, that is committed to a long-term, mutually profitable relationship.

### Online Payment Options

Sunrise Credit Services offers convenient online payment options to help ensure that we receive your payment in a timely manner.

Visit our [Payment Center](#) to login and make a payment.

### Services

Your individual needs are paramount. Our approach is based squarely on our unique ability to quickly respond to your changing needs with specific programs tailored for special situations, and by our ability to

### Company News

**09.12.14** Sunrise Credit Services, Inc. is now WPO Certified.

Sunrise Credit Services, Inc. is proud to announce that it has been recognized as a Certified Woman Owned Business Enterprise by The Women's President's Organization (WPO/WBENC Certificate #2005123039); The State of New Jersey Department of the Treasury, Certificate #66011-15; and by The State of California Public Utility Commission Supplier Clearinghouse CH5#13110045. Sunrise's applications with the City and State of New York are pending approval. Congratulations to Sunrise Credit and to all the companies and government entities



## Sunrise Credit Services, Inc.

*"Behold the turtle! He only makes progress when he sticks his neck out."*


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## About Us

Company News

### Our Background

Sunrise Credit Services, Inc. has been incorporated in the State of New York since 1975. We offer a wide range of credit & accounts receivables management services to credit grantors from coast to coast. SCS employs over 500 representatives and staff. Our growth has been due to our "client comes first" philosophy, and our concentration on: Quality Client Services, Controlled Growth, Cutting Edge Technology and a clear understanding of the entire credit and account receivables process.

Sunrise Credit Services, Inc. is located in a 40,000 square foot facility in Farmingdale NY. This single centralized office allows us to maintain a level of internal control that simply cannot be achieved by larger "branch office" operations. Because a centralized operation is more cost-effective, we are able to invest a greater portion of our revenues back into the account receivable process. The result is better support, better training, more hands on management, and better account receivable tools.

### Executive Team



Select an executive above to view their detailed profile.

#### Main Navigation

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[→ Why Sunrise?](#)
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[→ Payment Center](#)

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[→ Privacy Policy](#)

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[Email us your questions or feedback.](#)

#### Sunrise Family of Companies

[→ Sunrise Family of Companies web site](#)
[→ NetTel Usa, Inc.](#)
[→ Sunrise Capital Management, Inc.](#)



## Sunrise Credit Services, Inc.

*"Behold the turtle! He only makes progress when he sticks his neck out."*


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## Services - Customized Solutions

[Customized Solutions](#)
[Credit Investigation](#)
[Company News](#)

### Solutions To Fit Your Business Needs

Your individual needs are paramount. Our approach is based squarely on our unique ability to quickly respond to your changing requirements with specific programs tailored for special situations, and by our ability to effectively manage, direct and control both large and small projects. We can assist you with separate and distinct programs for; third party accounts receivables management, early out/cure, friendly reminder over-limit courtesy calls, litigation and other specialized services. These customized programs can provide temporary assistance, or function on an ongoing basis. If you like, SCS will act as a "bull pen" off site extension of your internal operation, creating ad-hoc services specifically designed upon request.

#### Third Party Accounts Receivables Management

Sunrise Credit Services will help turn your delinquent dollars into cash! For over 35 years Sunrise has been a leader in the recovery of delinquent receivables. Today, with a state of the art facility, a world class University (Sunrise Family of Companies University), exemplary staff and proven results for many fortune 500 companies, Sunrise is in a position to help YOU! Call today!

#### Early Out/Cure

Our Early Out/Cure programs are custom tailored to the needs of each individual clients needs. We are very brand and customer conscience however we help save your customers from falling further delinquent and we help our clients with much needed cash flow. This is all done in a virtual complaint free environment.

#### Over-the-limit Courtesy Calls and Friendly Reminders

Through our sister company [NetTel USA](#) we can help save your customers with call campaigns that reduce delinquencies and increase cash flow! All calling campaigns are individually customized for each client.

#### National Attorney Network

We have a 35+ year proven attorney network if the need for litigation is required. Keep in mind we will only request legal action if all other options have been exhausted. Let us be your "one stop" shop for all Accounts Receivables and Litigation needs!



# **EXHIBIT “B”**

  
 P.O. Box 9100  
 Farmingdale NY 11735-9100  
 RETURN SERVICE REQUESTED



Sunrise Credit Services, Inc.

P.O. Box 9100  
 Farmingdale, NY 11735-9100  
 800-407-2412 • Fax: 631-601-8634



Hours: Mon. - Thurs. 8 AM - 11 PM EST  
 Fri. 8 AM - 9 PM EST • Sat. 8 AM - 1 PM EST

June 12, 2014

MULTOP 332203438



Matthew Ciosek  
 7919 Bradford St.  
 Philadelphia PA 19152-3309

Creditor: Pocono Springs Civic Association  
 Account Number: 2 [REDACTED]  
 Account Balance: \$6397.38  
 Other Charges: \$0.00  
 Balance Due: \$6397.38

Use Your 'Tax Return' to Clear Up This Debt  
 Call Us. We're Happy to Help

**We Can Grant You One Wish!**

Dear Matthew Ciosek:

We want to work with you during this difficult time. We have a few options to settle this past due debt.

The Choice Is Yours:

Wish#1: A settlement of 20% off your balance, so you only pay \$5,117.90 in three payments of \$1,705.97 each with your first payment due on June 23, 2014. You save \$1,279.48. Wish#2: A settlement of 30% off your balance, so you only pay \$4,478.17 in two payments of \$2,239.09 each with your first payment due on June 23, 2014. You save \$1,919.21. Wish#3: A settlement of 40% off your balance, so you only pay \$3,838.43 due on June 23, 2014. You save \$2,558.95.

It should be understood that each payment required to complete your chosen payment plan is due on the same date each subsequent month. If one of the payments is not received on time, the payment plan shall be null and void and the full balance shall be due in full.

Here's how to get started:

1. You can call 800-407-2412 and speak with a representative in the settlement department.
2. You can log onto [www.sunrisecreditservices.com](http://www.sunrisecreditservices.com); hit the "pay your bill" button, and you won't have to speak to anyone.
3. If you have a better idea, you can either call us and propose a plan or click the "contact us" button online, follow the "collections link" and propose a settlement or pay plan to us. We will see if we can get it approved and respond to you via email unless you request a phone call instead.

~~Please let us know your wish! This offer will expire on June 23, 2014. We are not obligated to renew this offer.~~

Sunrise Credit Services, Inc.  
 Juliana Delgado Ext 2092

THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. THIS COMMUNICATION IS FROM A DEBT COLLECTOR.

PLEASE REFER TO REVERSE SIDE FOR IMPORTANT INFORMATION

MULTOP



PLEASE DETACH AND RETURN BOTTOM PORTION WITH PAYMENT. KEEP TOP PORTION FOR YOUR RECORDS.



Creditor: Pocono Springs Civic Association  
 Account Number: 2 [REDACTED]  
 Account Balance: \$6397.38  
 Other Charges: \$0.00  
 Balance Due: \$6397.38

Sunrise Credit Services, Inc.  
 PO Box 9100  
 Farmingdale NY 11735-9100



MATTHEW CIOSEK  
 7919 BRADFORD ST  
 PHILADELPHIA PA 19152-3309

MULTOP

Call Sunrise Credit Services toll free number 800-407-2412  
Let our representatives help you pay your bill.

Here are some quick and easy ways.

- **AUTO PAY**  
Use our automated phone payment system at 877-447-4001, 24 hours a day, 7 days a week and pay with your check or credit card.
- **WESTERN UNION**  
Call 1-800-238-5772 for the nearest location. Go to your nearest Western Union location (check cashing store, supermarket or pharmacy) and identify yourself as a "Quick Collect Customer." Include the following information on the "Quick Collect" form:
  - Payable to: Sunrise Credit Services
  - Code/Destination: Sunrise, NY
  - Reference Number: Your Account Number

After paying the cashier, call our toll free number and give the representative your account number, amount paid, and money control number from the receipt the cashier gives to you. Within minutes, your account is paid.
- **AMERICAN EXPRESS MONEYGRAM**  
Call 1-800-826-9400. For the nearest locations, go to your nearest MoneyGram Agent (Travel Agencies, Currency Exchange).  
Complete the Blue Express Payment form, include our four digit receiver code 0332.  
Company: Sunrise Credit Services  
City/State: Farmingdale, New York  
Account Number: Your Account Number  
After paying the cashier, call our toll free number and give the representative your account number, amount paid and confirmation number from the receipt the cashier gives to you.
- **CREDIT CARD / DEBIT CARD**  
Most accounts can be paid by a major credit card.
- **ACH**  
Automated Clearing House: Pay by phone and have the funds withdrawn from your checking or savings account.
- **BANK WIRE**

\* \* Please make sure to reference your account number on any payment made. \* \*

## CALIFORNIA

The state Rosenthal Fair Debt Collection Practices Act and the Federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest, or by using obscene language. Collectors may not use false or misleading statements, or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities you may contact the Federal Trade Commission at 1-877-FTC-HELP or [www.ftc.gov](http://www.ftc.gov).

## COLORADO

A CONSUMER HAS THE RIGHT TO REQUEST IN WRITING THAT A DEBT COLLECTOR OR COLLECTION AGENCY CEASE FURTHER COMMUNICATION WITH THE CONSUMER. A WRITTEN REQUEST TO CEASE COMMUNICATION WILL NOT PROHIBIT THE DEBT COLLECTOR OR COLLECTION AGENCY FROM TAKING ANY OTHER ACTION AUTHORIZED BY LAW TO COLLECT THE DEBT. IF THE NOTIFICATION IS PLACED ON THE BACK OF THE WRITTEN COMMUNICATION, THERE SHALL BE A STATEMENT ON THE FRONT NOTIFYING THE CONSUMER OF SUCH FACT.

OUR RESIDENT OFFICE IN COLORADO IS LOCATED AT 717 17TH STREET, SUITE 2300, DENVER, COLORADO 80202. MON - FRI 8AM - 5PM. TELEPHONE NUMBER: 866-436-4766. THIS OFFICE WILL ACCEPT PAYMENTS AND CORRESPONDENCE.

For information about the Colorado Fair Debt Collection Practices Act, see [WWW.COLORADOATTORNEYGENERAL.GOV/CA](http://WWW.COLORADOATTORNEYGENERAL.GOV/CA).

## MASSACHUSETTS

### NOTICE OF IMPORTANT RIGHTS

OUR RESIDENT OFFICE IN MASSACHUSETTS IS LOCATED AT (DO NOT SEND CORRESPONDENCE OR PAYMENTS TO THIS ADDRESS) 5230 WASHINGTON ST., WEST ROXBURY, MA 02132. MON. - THUR. 10AM - 3PM. YOU HAVE THE RIGHT TO MAKE A WRITTEN OR ORAL REQUEST THAT TELEPHONE CALLS REGARDING YOUR DEBT NOT BE MADE TO YOU AT YOUR PLACE OF EMPLOYMENT. ANY SUCH ORAL REQUEST WILL BE VALID FOR ONLY TEN (10) DAYS UNLESS YOU PROVIDE WRITTEN CONFIRMATION OF THE REQUEST POSTMARKED OR DELIVERED WITHIN SEVEN (7) DAYS OF SUCH REQUEST. YOU MAY TERMINATE THIS REQUEST BY WRITING TO THE DEBT COLLECTOR.

THIS COLLECTION BOARD IS LICENSED BY THE COLLECTION SERVICE BOARD, STATE DEPARTMENT OF COMMERCE AND INSURANCE.

## MINNESOTA

This collection agency is licensed by the Minnesota Department of Commerce.


## TENNESSEE

This collection agency is licensed by the Collection Service Board of the Department of Commerce and Insurance.

## UTAH

As required by Utah law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

  
PO Box 11735  
Farmingdale NY 11735-9100  
RETURN SERVICE REQUESTED

MULTOP 332203438  
  
Matthew Closek  
7919 Bradford St  
Philadelphia PA 19152-3309

0014061300

  
PRESORTED  
FIRST-CLASS MAIL  
U.S. POSTAGE PAID  
DPCH

# EXHIBIT “C”



**DAVID P. DURYEA**

Executive Vice President  
Collections

**SUNRISE CREDIT SERVICES, INC.**

P.O. Box 9100 • Farmingdale, New York 11735  
Phone: 866-640-9245 • Fax: 631-501-8587



Hours: Monday - Friday 8 AM - 11 PM, Saturday 8 AM - 1 PM

SEPTEMBER 12, 2014

2 [REDACTED] 0  
Matthew Ciosek  
7919 Bradford St  
Philadelphia

PA 19152

Acct Bal: \$ 6397.38  
Other Chgs: \$ 0.00  
~~Bal Due: \$ 6397.38~~

Creditor: Pocono Springs Civic Association

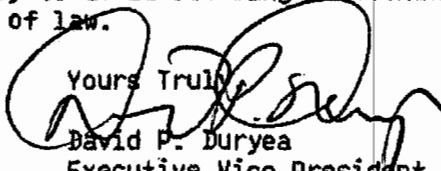
Dear Matthew Ciosek

Pocono Springs Civic Association intends to begin a lawsuit against you in order to recover the above outstanding monies you owe them. For your convenience, you can call us at 888-866-9169, and be connected to a legal referral agent to stop this process. If you would rather not talk to us, you can log directly onto our website at [www.sunrisecreditservices.com](http://www.sunrisecreditservices.com) and pay online.

This is the final review you will receive from my office. The next step will be for our General Counsel, Benjamin Carroccio, Esq. to choose an attorney in your local area to begin a lawsuit against you on behalf of our client.

We suggest you take this opportunity to avoid becoming a defendant in a lawsuit filed against you in a court of law.

Yours Truly,

  
David P. Duryea  
Executive Vice President, Collections  
Sunrise Credit Services Inc.

DPMG2

THIS IS AN ATTEMPT TO COLLECT A DEBT.  
ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.  
THIS COMMUNICATION IS FROM A DEBT COLLECTOR.



260 AIRPORT PLAZA  
FARMINGDALE, NY 11735-3946



\$00.48<sup>0</sup>



ZIP 11735  
011D11620860

SEPT

2 [REDACTED] 0  
Matthew Ciosek  
7919 Bradford St  
Philadelphia

PA 19152

19152330919

